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BOOK 177 PAGE 358

After recording return to:

John E. Morse, Attorney  
P.O. Box 61566  
Vancouver, WA 98666

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *SDS Company*

MAY 21 9 13 AM '98

*O. Lowry*  
AUDITOR  
GARY M. OLSON  
REAL ESTATE EXCISE TAX

Gary H. Martin, Skamania County Assessor

Date 5/15/98 Parcel # 3-10-10-300  
3-10-10-101  
3-10-1000, 301, 200

MAY 15 1998

PAID NA

NAME OF DOCUMENT:

EASEMENT

SKAMANIA COUNTY TREASURER

1. GRANTOR(S):

SHIRLEY A. AZURE, JACK D. KAPP  
and DAVID H. KAPP

GRANTEE(S):

SDS COMPANY

LEGAL DESCRIPTION:  
(abbreviated)

Sections 9 and 10, T3N, R10E,  
Skamania County

ADDITIONAL LEGAL:

Page 3, paragraph #1

ASSESSOR'S TAX

03.1010 000 300 00

PARCEL NUMBER:

03 1009 000 101 00

2. GRANTOR(S):

SDS COMPANY

GRANTEE(S):

SHIRLEY A. AZURE, JACK D. KAPP  
and DAVID H. KAPP

LEGAL DESCRIPTION:  
(abbreviated)

Section 4, T3N, R10E, Skamania  
County

ADDITIONAL LEGAL:

Page 4, paragraph #2

ASSESSOR'S TAX

03-10-0000-0600-00

PARCEL NUMBER:

03-10-0000-6000-00

03-10-00-00-0301-00

Easement - 1

LAW OFFICES  
**MORSE & BRATT**  
SIXTH FLOOR, MAIN PLACE  
1111 MAIN STREET  
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PORTLAND: (503) 286-2520



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3. GRANTOR(S): ~~SDS COMPANY~~ BROUGHTON LUMBER CO.  
GRANTEE(S): SHIRLEY A. AZURE  
LEGAL DESCRIPTION: Sections 4 & 5, T3N, R10E, Skamania  
(abbreviated) County  
ADDITIONAL LEGAL: Page 5, paragraph #3  
ASSESSOR'S TAX  
PARCEL NUMBER: 03-10 00 00 200 00

EASEMENT

Effective Date:

The date this Agreement, executed by all parties, is recorded in the office of the Auditor of Skamania County, Washington.

Parties:

SHIRLEY A. AZURE, a married person, but acting in respect to her separate property, hereinafter referred to as "Azure".

JACK D. KAPP, a married person, but acting in respect to his separate property, hereinafter referred to as "Jack Kapp".

DAVID H. KAPP, a married person, but acting in respect to his separate property, hereinafter referred to as "David Kapp".

Easement - 2

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S.D.S. Co., L.L.C.,  
A Washington Limited Liability Company  
organized and existing under the  
laws of the State of Washington,  
hereinafter referred to as "SDS  
Company".

BROUGHTON LUMBER CO.,  
a corporation, hereinafter referred  
to as "Broughton".

RECITALS:

A. Azure, Jack Kapp and David Kapp each own real property located in Skamania County, Washington, hereinafter respectively referred to as the "Azure Property", "Jack Kapp Property" and "David Kapp Property".

B. SDS Company owns real property located in Skamania County, Washington, hereinafter referred to as the "SDS Company Property".

C. Broughton owns real property located in Skamania County, Washington, hereinafter referred to as the "Broughton Property".

D. The parties wish to provide for easement rights across their respective properties for the limited purpose of providing access to their respective adjoining properties for cutting timber and removing logs, and activities related thereto, and for no other purpose.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. Grant of Easement Rights to SDS Company. Azure, Jack Kapp and David Kapp herewith grant an easement to SDS Company over and across an established logging road 30 feet

Easement - 3

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in width, the center line of which is the center line of such established logging road and is described as follows:

Beginning at the Southeast corner of the Northeast quarter of Section 9, Township 3 North, Range 10 East of the Willamette Meridian, and proceeding Northerly for approximately 600 feet; thence in a generally Easterly direction for 500 feet; thence generally in a Northerly direction for 1100 feet to a point at which the existing road branches into two roads; the center line of the easement shall continue only on the East/Southeast West/Northwest fork of the road where it crosses a gully that eventually becomes Spring Creek, and continues Northerly, and Northeasterly, for approximately 300 feet; at this point, the center line turns Northerly/North-westerly for approximately 800 feet to a point where the center line crosses the North boundary of Section 9, Township 3 North, Range 10 E.W.M., which is approximately 200 feet Westerly of the corner that comprises the meeting point of Sections 3, 4, 9 and 10, all situated in Skamania County, Washington.

The easement described herein is illustrated on the attached Exhibit "A", points A through F.

2. Grant of Easement to Azure, Jack Kapp and David Kapp. SDS Company herewith grants an easement to Azure, Jack Kapp and David Kapp over and across an existing roadway 30 feet in width, the center line of which is the center line of an established logging road described as follows:

[a] Easement No. 1:

Beginning at the North boundary of Section 9, Township 3 North, Range 10 E.W.M., which is



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comprises the meeting point of Sections 3, 4, 9 and 10; thence in a North/ Northwestern direction for approximately 1400 feet to a point where the established road turns Westerly; thence Westerly for approximately 200 feet to a point where the established logging road turns Northwesternly; thence Northwesternly for approximately 600 feet to a point where the established logging road turns in an Easterly direction; thence Easterly for approximately 800 feet to a point where the established logging road forks into two roadways. The easement shall continue along the center line of both forks, with the left fork continuing for approximately 400 feet in an Easterly direction, and the right fork continuing for approximately 500 feet in a Southeasterly direction, to the Easterly boundary of the East half of the Southeast quarter of Section 4, Township 3 North, Range 10 E.W.M., all situated in Skamania County, Washington.

The easement described herein is illustrated on Exhibit "A" as extending from point F through points J and K.

[b] Easement No. 2:

Commencing at Little Buck Creek Road at a point which is approximately 1000 feet North of the midpoint of the Southern boundry of Section 9, Township 3 North, Range 10 E.W.M., Skamania County, Washington, and extending in a general South/Southeasterly direction for approximately 200 feet where it connects with the Western boundary of the Southwest quarter of the Southeast quarter of Section 9, Township 3 North, Range 10 E.W.M., Skamania County, Washington.

Easement - 5

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The easement described herein is illustrated on Exhibit "B" as extending from point P to point Q.

3. Grant of Easement to Azure. SDS Company Broughton herewith grants an easement to Azure over and across an established logging road, the center line of which is described as follows:

Commencing at Little Buck Creek Road at a point which is approximately 900 feet East of the junction of Little Buck Creek Road (N2000) and another road (N3000), which junction is located approximately 200 feet Southwest of the quarter section corner of Sections 4 and 5, Township 3 North, Range 10 E.W.M.; thence in a generally Easterly direction within 500 feet of the North quarter line of the Southwest quarter of Section 4, Township 3 North, Range 10 E.W.M. until the established roadway reaches the boundary line of the West half of the West half of Section 4, Township 3 North, Range 10 E.W.M., all situated in Skamania County, Washington.

The easement described herein is illustrated on Exhibit "A" as extending from point L to point M.

4. Restrictions. The easements granted in this instrument shall be solely for the purpose of cutting timber and removing logs from adjoining property of the holder of the easement right, and related uses. It is specifically agreed that none of the easements shall be used under any circumstances for residential purposes.

5. Provision for Survey. In the event that the easement or easements described herein shall be identified by a survey conducted by a licensed surveyor, the parties agree to amend this agreement to provide a more accurate

Easement - 6

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legal description of the location of the easements described herein.

6. Established Road Prevails. Notwithstanding any provisions herein to the contrary, the location of the established roadway over which an easement extends shall control in the event there is a difference between the descriptions set forth herein and the location of such established roadways.

7. Hold Harmless and Indemnity Agreement. The holder of each easement provided herein agrees to hold the owner of real property, whose property is subject to such easement, harmless, and indemnify and defend such owner, from and against any and all claims, causes of action, or demands growing out of the use of such easement by the holder thereof. Further, the holder of each easement agrees to repair any damage to the real property of the owner thereof in the event that such damage shall occur as the result of the use of such easement by the holder thereof. Each party benefited by an easement shall be responsible for all costs associated with the maintenance of the roadway over and across the easement provided herein. No trees may be removed from the property subject to any easement described herein except with the written approval of the owner thereof.

8. Attorney's Fees. In the event that any party to this Agreement should be required to secure the services of an attorney to protect or enforce rights granted herein, the defaulting party, or the losing party, shall pay the attorney's fees and court costs of the non-defaulting party, or the prevailing party, whether or not suit is commenced, including fees and costs in appellate court proceedings.

9. Binding on Heirs and Assigns. The easements shall be for the benefit of the property adjoining the easements. The benefits thereof, and the liabilities in connection

Easement - 7

in Witness  
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SOUTH FLOOR, MAIN PLACE  
1111 MAY STREET  
PORT ORCHARD, WA 98566  
Phone (509) 296-6666

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PORTLAND (503) 216-2520



therewith, shall inure to and be binding upon the assigns, transferees, heirs and successors in interest of the parties hereto.

10. Agreement Supersedes Prior Agreements. This Agreement supersedes all prior agreements between or among the parties with respect to the matters set forth herein.

11. Representations of Parties. Azure, Jack Kapp and David Kapp represent that some or all such persons are the owners of fee simple title to the property over which the easement described in paragraph 1 is granted, and SDS Company represents that it is the owner of the real property over which the easements described in paragraphs 2 and 3 are granted. Broughton represents that it is the owner of the real property over which the easement described in paragraph 3 is granted. The persons signing this Easement for SDS Company represent and warrant that they sign this document for SDS Company and are authorized to execute this document in behalf of the partnership and that the parties executing this document for SDS Company are all of the partners of said partnership. The person or persons signing this Easement for Broughton represent and warrant that he or they are authorized to execute this Easement for Broughton.

DATED this 1st day of May, 1992.

Shirley A. Azure  
SHIRLEY A. AZURE

Jack D. Kapp  
JACK D. KAPP

David H. Kapp  
DAVID H. KAPP

Easement - 8

LAW OFFICES  
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PORTLAND: (503) 286-2520



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SDC COMPANY

By Allen S. Curry  
Authorized Signature

By Matthew W. Stevenson  
Authorized Signature

By \_\_\_\_\_  
Authorized Signature

BROUGHTON LUMBER COMPANY

By Paul A. Brown  
Authorized Signature

By W. E. Stevenson Sec.  
Authorized Signature

Easement - 9

LAW OFFICES  
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VAN DYKE, WASHINGTON 91666

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PORTLAND (503) 266-2520

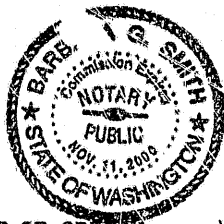


STATE OF WASHINGTON )  
 ) ss.  
 County of King )

I certify that I know or have satisfactory evidence that SHIRLEY A. AZURE signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 1<sup>st</sup> day of May, 1998. <sup>24A</sup>

BARBARA G. SMITH



Barbara G. Smith  
 Printed Name Barbara G. Smith  
 Notary Public for Washington  
 My appointment expires 11-11-00

STATE OF OREGON )  
 ) ss.  
 County of Deschutes )

I certify that I know or have satisfactory evidence that JACK D. KAPP signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 6<sup>th</sup> day of March, 1998. <sup>CSW</sup>



Carol Sue Waid  
 Printed Name Carol Sue Waid  
 Notary Public for Oregon  
 My appointment expires March 28, 1998



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STATE OF OREGON )  
 ) ss.  
County of Benton )

I certify that I know or have satisfactory evidence that DAVID H. KAPP signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 11<sup>th</sup> day of March, 1998.



Inge King  
Printed Name Inge King  
Notary Public for Oregon  
My appointment expires 6/6/2001

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that John L. Chenoweth, Matthew W. Stevenson signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it as the partners of SDS COMPANY to be the free and voluntary act of such partnership for the uses and purposes mentioned in the instrument.

Dated this 12<sup>th</sup> day of May, 1998.

Dorothy M. Henderson  
Printed Name Dorothy M. Henderson  
Notary Public for Washington  
My appointment expires 11-19-98



Easement - 11

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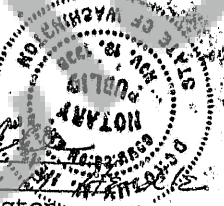
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STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Rees A. Stevenson and W.E. Stevenson signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument, and acknowledged it as the President and Secretary of BROUGHTON LUMBER CO. to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 12 day of May, 1998.

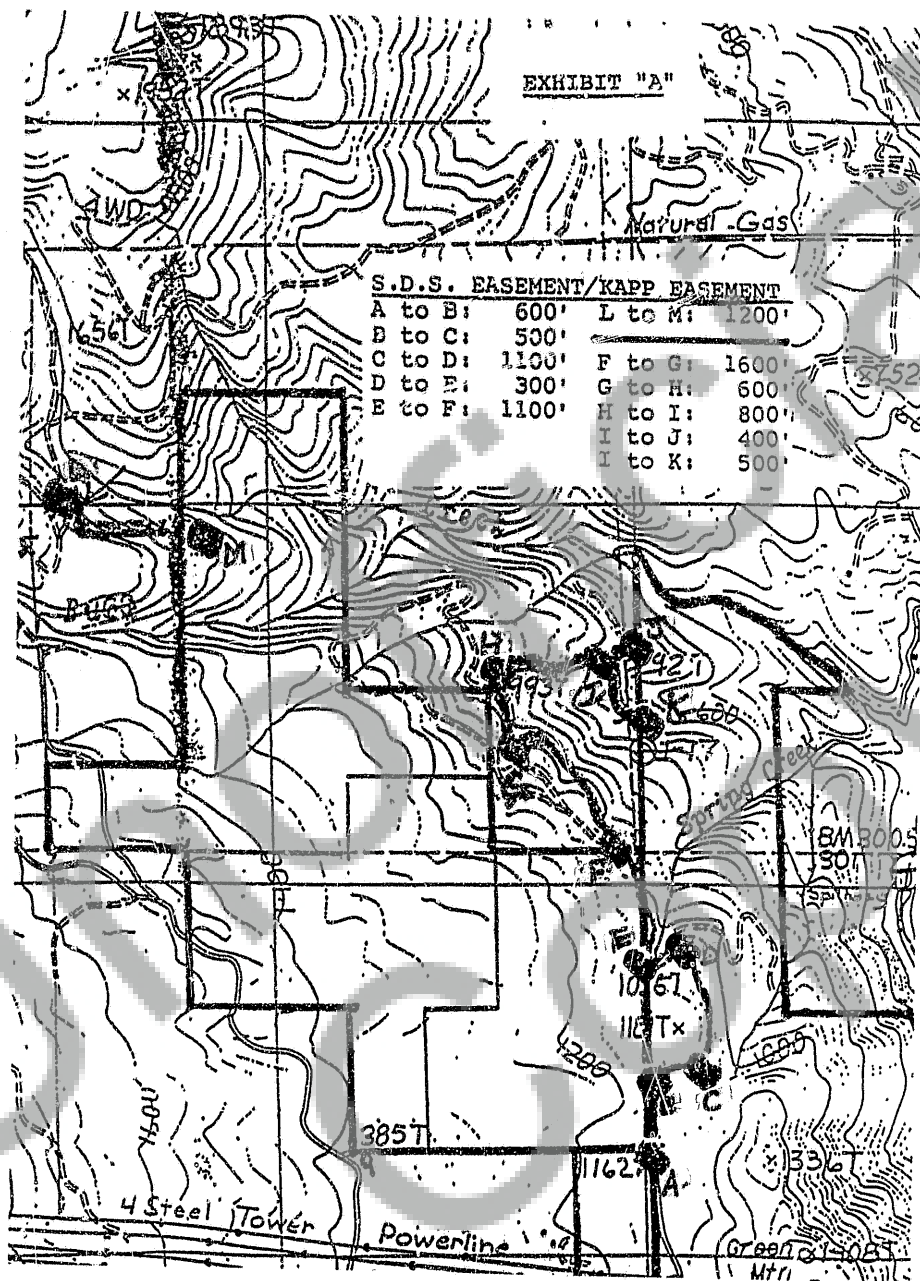
Dorothy J. Hanks  
Printed Name Dorothy J. Hanks  
Notary Public for Washington  
My appointment expires 11-19-98



Easement - 12

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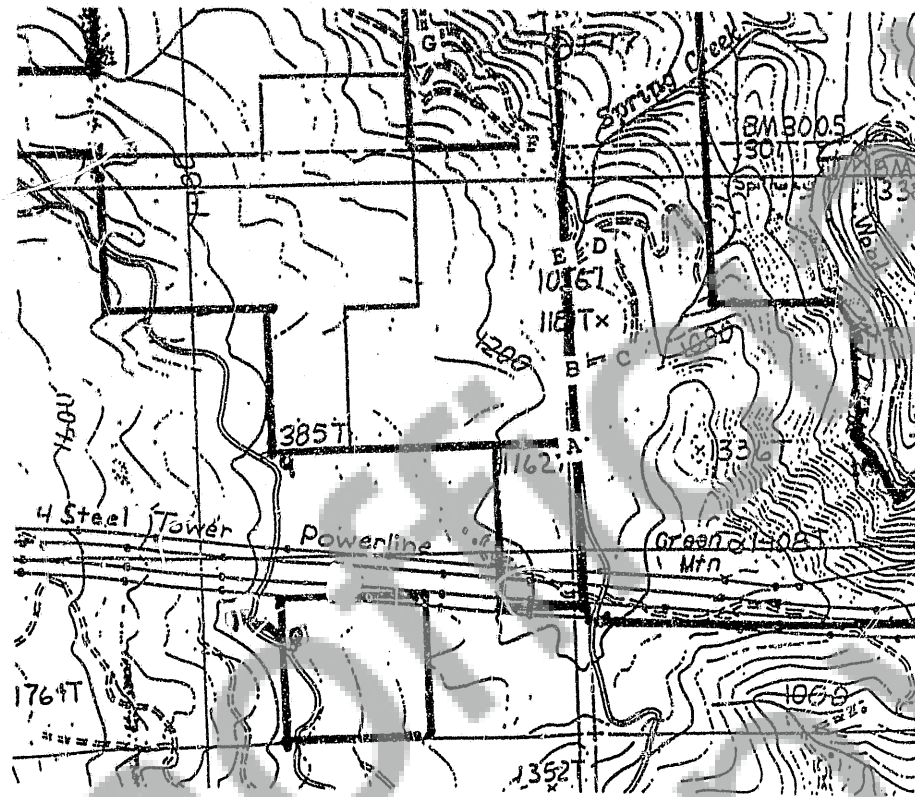


Exhibit "B"

SDS Easement/Kapp Easement

P to Q: 200'